

CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT ("Agreement") is entered into on 7/12, 2000, between Broadcom Corporation (the "Company") and ALAVAR ALAN MIKHAK ("Employee").

In consideration of Employee's employment by the Company and the compensation paid to Employee, Employee hereby acknowledges and agrees with the Company as follows:

Part 1. Effectiveness

This Agreement shall become effective on the earlier of (1) the commencement of Employee's employment with the Company, or (2) the date and time at which any Confidential Information (as defined in Section 2.1 below) was or is first disclosed to Employee.

Part 2. Protection of Company's Confidential Information; Noncompetition

2.1 Confidential Information. The Company has and will develop, compile, and own certain proprietary techniques and confidential information that have great value in its business (said techniques and information are referred to in this Agreement collectively as ("Confidential Information")). The Company has and will also have access to Confidential Information of its Clients. ("Clients" shall mean any persons or entities for whom the Company performs services or from whom the Company or Employee obtains information). Confidential Information includes not only information disclosed by the Company or its Clients to Employee in the course of his or her employment, but also information developed or learned by Employee during the course of his or her employment with the Company, such as Inventions (as defined in Section 4.1 below). Confidential Information includes all information that has or could have commercial value or other utility in the business in which the Company or Clients are engaged or in which they contemplate engaging. Confidential Information also includes all information of which the unauthorized disclosure is or could be detrimental to the interests of the Company or Clients, whether or not such information is identified as Confidential Information by the Company or Clients. By example and without limitations, Confidential Information includes any and all

information concerning teaching techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, and customer supplier identities, characteristics and agreements.

2.2 Protection of Confidential Information. Employee agrees that at all times during or after his or her employment, he or she will hold in trust, keep confidential, and not disclose to any third party or make use of the Confidential Information of the Company or Clients and in the course of his or her employment with the Company. Employee further agrees not to cause the transmission, removal, or transport of Confidential Information or Inventions from the Company's principal place of business at 16215 Alton Parkway, Irvine, CA 92618, or such other place of business specified by the Company, without prior written approval of the President of the Company (the "President"). In the event that Employee desires to publish the results of his or her work for the Company through literature or speeches, Employee agrees to submit such literature or speeches to the President at least ten (10) days before dissemination of such information for a determination of whether such disclosure may destroy trade secret status or be highly prejudicial to the interests of the Company or its Clients, or whether disclosure may constitute an invasion of their privacy. Employee agrees not to publish, disclose, or otherwise disseminate such information without prior written approval of the President. Employee acknowledges that he or she is aware that the unauthorized disclosure of Confidential Information of the Company or its Clients may be highly prejudicial to their interests, an invasion of privacy, and an improper disclosure of trade secrets. Whenever the approval, designation, specification, or other act of the President is required under this Agreement, the President may, by written designation, authorize an agent of the Company to perform such act.

2.3 Noncompetition During Employment. Except with the express prior written consent of the President, Employee agrees that he or she will not, during the period of his or her employment with the Company; (1) engage in any employment or activity other than for the Company in any business in which the Company is engaged or contemplates engaging; (2) induce any other employee of or consultant to the Company to engage in any such employment

or activity; or (3) solicit any Clients or potential Clients of the Company for services similar to those performed by the Company even though not directly competitive with such services.

Part 3. Prior Knowledge and Relationships

3.1 Prior Knowledge and Inventions. Except as disclosed on Schedule A to this Agreement, Employee does not know anything about the Company's Confidential Information, other than the information he or she has learned from the Company. Employee has also disclosed on Schedule A, a complete list of all Inventions proprietary to Employee and which Employee wants to exclude from the application of this Agreement. The Company agrees to receive and hold all such disclosures in confidence.

3.2 Prior Commitments. Employee has no other agreements, relationships, or commitments to any other person or entity that conflict with Employee's obligations to the Company under this Agreement.

3.3 Proprietary Information or Trade Secrets of Others. Employee will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Employee represents and warrants that he or she has returned all property and Confidential Information belonging to all prior employers.

Part 4. Assignment of Employee Inventions

4.1 Disclosure. Employee will promptly disclose in writing, to the Company, all discoveries, developments, designs, ideas, improvements, inventions, formulas, programs, devices, processes, techniques, know-how, data and original materials, (whether or not patentable or registerable, under copyright or similar statutes) made, conceived, reduced to practice, or learned by Employee (either alone or jointly with others) during the period of his or her employment, that are related to or useful in the business of the Company, or which result from tasks assigned to Employee by the Company, or from the use of premises owned, leased, or otherwise acquired by the Company, (all of the foregoing are referred to in this Agreement as "Inventions"). As used herein, the term Inventions shall include, without limitation, all notes, records, specifications, flow charts and documentation relating to the Inventions.

4.2 Assignment of Inventions. Employee acknowledges and agrees that all Inventions belong to and shall be the sole property of the Company and shall be Inventions of the Company subject to the provisions of this Agreement. Employee irrevocably assigns to the Company all right, title, and interest Employee may have or may acquire in and to all Inventions, including, without limitation, copyright, trademark, trade secret, patent and mask work right. Employee acknowledges and agrees that no rights relating to any Invention are reserved to Employee. Employee agrees to sign and deliver to the Company (either during or subsequent to his or her employment) such other documents as the Company considers desirable to evidence or effect the assignment of all rights of Employee, if any, in any Inventions to the Company and the Company's ownership of such Inventions. Any provision in this Agreement requiring Employee to assign rights to an Invention does not apply to any Invention that qualifies under California Labor Code §2870, which section is reproduced in the Written Notification to Employee attached to this Agreement as Schedule B.

4.3 Power of Attorney. In the event the Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, whether due to mental or physical incapacity or other cause, Employee hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as his or her agent and attorney-in-fact, to act for and in his or her behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Employee.

Part 5. Termination of Employment

5.1 Delivery of Documents and Data on Termination of Employment. In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees, promptly and without request, to deliver to and inform the Company of all documents and data pertaining to his or her employment and the Confidential Information and Inventions of the Company or Clients, whether prepared by Employee or otherwise coming into his or her possession or control, and to sign the Termination Certification attached to this

Agreement as Schedule C. Employee will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information or Inventions of the Company or Clients. Employee recognizes that the unauthorized taking of any of the Company's trade secrets is a crime under California Penal Code §499(c) and is punishable by imprisonment in a state prison or in a county jail for a time not exceeding one year, or by a fine not exceeding five thousand dollars (\$5,000), or by both such fine and such imprisonment. Employee further recognizes that such unauthorized taking of the Company's trade secrets could also result in civil liability under California's Uniform Trade Secrets Act (Civil Code §§3426-3426.1), and that willful misappropriation may result in an award against Employee for triple the amount of the Company's damages and the Company's attorneys' fees in collecting such damages.

5.2 Obligations of Employee After Termination of Employment. In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees that he or she will protect the value of Confidential Information and Inventions of the Company and Clients and will prevent their misappropriation or disclosure. Employee will not disclose or use to his or her benefit (or the benefit of any third party) or to the detriment of the Company or its Clients any Confidential Information or Invention. Employee further agrees that for a period of one year immediately following termination (voluntary or otherwise) of Employee's employment with the Company, Employee shall not interfere with the business of the Company by inducing an employee to leave the Company's employ or by inducing a consultant to sever the consultant's relationship with the Company.

Part 6. Additional Provisions

6.1 Injunction Relief. Because Employee's breach of this Agreement may cause the Company irreparable harm for which money is inadequate compensation, Employee agrees that the Company will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

6.2 Attorneys' Fees. If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

6.3 Understanding. Employee acknowledges and agrees that the protections set forth in this agreement are a material condition to his or her employment with and compensation by the Company.

6.4 Amendment and Binding Effect. This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of Employee, and is for the benefit of the Company and its successors and assigns.

6.5 Governing Law. This Agreement shall be governed by the laws of the State of California.

6.6 Entire Understanding. This Agreement expresses the entire understanding of the parties about the described subject matter.

6.7 Cumulative Remedies. Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by the Company of any failure by Employee to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any promise or condition. No waiver by the Company or any right shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

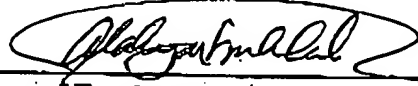
6.8 Severability. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted to as best to effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

6.9 Employment at Will. Employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of the Company or the Employee. Nothing contained in this Agreement shall limit or otherwise alter the foregoing.

CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INVENTIONS YOU MAKE DURING YOUR EMPLOYMENT, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR EMPLOYMENT.

EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. EMPLOYEE HAS COMPLETELY FILLED OUT SCHEDULE A TO THIS AGREEMENT AND HAS RECEIVED A COPY OF THE WRITTEN NOTIFICATION TO EMPLOYEE CONTAINING LABOR CODE §2870.

Dated: 7/12/2000


(Signature of Employee)

Address for Notifications

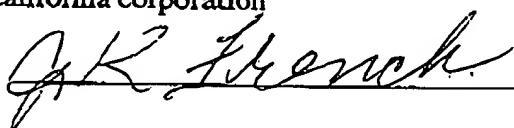
ALAHYAR ALAN MIKHAK
(Name of Employee)

3909 N. CEANOTHUS PLACE, #P
(Street Address)

CALABASAS, CA. 91302
(City, State, Zip Code)

BROADCOM CORPORATION

A California corporation

By: 

Dated: 7/7/00

SCHEDULE A. EMPLOYEE STATEMENT

1. Confidential Information. Except as set forth below, I acknowledge at this time that I know nothing about the business or Confidential Information or Inventions of the Company or its Clients, except information that has been disclosed to me by the Company or its Clients (if none, so state): (specify information known about the Company or its Clients)

NONE

2. Prior Inventions. Except as set forth below, I acknowledge at this time that I have not made or reduced to practice (alone or jointly with others) any inventions (if none, so state): (specify inventions)

NONE

3. Conflicting Relationships. Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships, or commitments that conflict with my relationship with the Company under my Confidentiality and Inventions Assignment Agreement (if none, so state): (specify inventions)

NONE

Dated: 7/12/2000


(Signature of Employee)

ALAMYAR ALAN MIKHAIK
(Print Name of Employee)

SCHEDULE B. WRITTEN NOTIFICATION TO EMPLOYEE

In accordance with California Labor Code §2872, you are hereby notified that your Confidentiality and Inventions Assignment Agreement does not require you to assign the Company any Invention for which no equipment, supplies, facility or trade secret information of the Company was used and that was developed entirely on your own time, and does not relate to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or does not result from any work performed by you for the Company.

Following is the text of California Labor Code §2870:

"(a) any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to the assigned under subdivision (a), the provision is against the public policy of its state and is unenforceable."

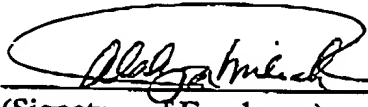
I hereby acknowledge receipt of this written notification.

Dated: 7/12/2000

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OFFICE OF PETITIONS


(Signature of Employee)

ALAN MIKHAIK
(Print Name of Employee)



Innovent Systems, Inc.
201 Continental Ave., Suite 250
El Segundo, CA 90245-4527
Phone: (310) 524-0065
Fax: (310) 640-1668

July 13, 2000

Alahyar Alan Mikhak
3909 N. Ceanothus Place, Apt. P
Calabasas, CA 91302

Dear Alan:

It is my pleasure to offer you the position of Director of Software Development at Innovent Systems, Inc. (the "Company"). This letter shall serve to confirm the terms of your employment with the Company, such employment to begin as of July 14, 2000. If the terms discussed below are acceptable to you, please sign the acceptance page of this Letter Agreement where indicated and return it to me.

Compensation.

Salary. You will be paid a gross annual base salary of \$110,000, less applicable withholdings (hereafter "Salary"), payable in accordance with the Company's standard payment policy. All reasonable business expenses that are incurred in the ordinary course of business and properly documented will be reimbursed. Expenses totaling more than \$1,000 must be pre-approved by the Company.

Health Benefits. The Company will provide health insurance coverage for you and your family in accordance with the Company's policies.

Vacation, Holidays and Sick-Leave. The Company will provide you with vacation pay during your employment in the amount of 10 days per annum. Sick leave and holidays will be provided in accordance with the Company's policies.

Proprietary Information and Inventions Agreement. Your acceptance of this offer is contingent upon the execution of the Company's Proprietary Information and Inventions Agreement, a copy of which is attached hereto for your execution.

Arbitration. Any controversy between the parties hereto involving the construction or application of any terms, covenants or conditions of this Letter Agreement, or any claims arising out of or relating to this Letter Agreement or the breach thereof or with your

employment with the Company or any termination of that employment, will be submitted to and settled by final and binding arbitration in Los Angeles, California, in accordance with the Model Employment Dispute Resolution Rules of the American Arbitration Association (the "Rules") then in effect, and an arbitrator shall be selected pursuant to such Rules and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Stock Option/Stock Issuance Plan. In your capacity as a consultant of the Company, you were granted stock options to purchase an aggregate of 117,500 shares of the Company's Common Stock (granted as three (3) Non-Statutory Stock Option grants: 67500 options granted on 4/29/1999 at \$0.08 per share with vesting commencement date of 12/15/1998, 30000 options granted on 6/22/1999 at \$0.13 per share with vesting commencement date of 12/15/1998, and 20000 options granted on 6/10/2000 at \$6.48 cents per share with vesting commencement date of 6/10/2000). The terms of such options (as reflected in the applicable stock option documentation) shall remain in effect and unchanged as a result of your employment with the Company. You will not be granted a new stock option in connection with your employment.

The terms of this offer and the enclosed Proprietary Information and Inventions Agreement must be agreed to as a condition of your employment. To accept this offer, please sign on the acceptance page and, also, where indicated on the Proprietary Information and Inventions Agreement.

Employment with the Company is not for a specific term and can be terminated by you or by the Company at any time for any reason, with or without cause. Any contrary representations that may have been made or that may be made to you are superseded by this offer. We request that all of our employees, to the extent possible, give us advance notice if they intend to resign.

If there are any aspects of our offer which you would like clarified, please do not hesitate to contact me.

Very truly yours,

INNOVENT SYSTEMS, INC.

By: 

Ahmadreza Rofougaran
Vice President and CTO

Acceptance of Employment and Acknowledgement of Terms

I accept this employment offer. The provisions stated in this Letter Agreement supersede all prior discussions and offer negotiations.

Accepted: 

Alahyar Alan Mikhak

Date: July 13, 2000

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OFFICE OF PETITIONS

**EMPLOYEE PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT****RECEIVED****SEP 24 2001****OFFICE OF PETITIONS**

Innovent Systems, Inc.
201 Continental Ave. Suite 250
El Segundo, CA 90245-4527

The following confirms an agreement between me and Innovent Systems, Inc., a California corporation (the "Company"), which is a material part of the consideration for my employment with the Company:

1. Proprietary Information. I understand that the Company possesses and will possess Proprietary Information which is important to its business. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company's business. "Proprietary Information" includes, without limitation, information (whether conveyed orally or in writing) about algorithms, application programming interfaces, protocols, trade secrets, computer software, designs, technology, ideas, know-how, products, services, processes, data, techniques, improvements, inventions (whether patentable or not), works of authorship, business and product development plans, the salaries and terms of compensation of other employees, customer lists and other information concerning the Company's actual or anticipated business, research or development, or which is received in confidence by or for the Company from any other person. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information.

2. Company Materials. I understand that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "Company Materials" are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents have been prepared by me or by others. "Company Materials" include, without limitation, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer software, media or printouts, sound recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like.

3. Intellectual Property. In consideration of my employment with the Company and the compensation received by me from the Company from time to time, I hereby agree as follows:

3.1 All Proprietary Information and all right, title and interest in and to patents, patent rights, copyright rights, mask work rights, trade secret rights and other intellectual property and proprietary rights anywhere in the world (collectively, "Rights") in connection therewith shall be the sole property of the Company. I hereby assign to the Company any Rights I may have or acquire in such Proprietary Information. At all times, both during my employment with the Company and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the prior written

consent of an officer of the Company, except as may be necessary and appropriate in the ordinary course of performing my duties to the Company.

3.2 All Company Materials shall be the sole property of the Company. I agree that during my employment with the Company I will not remove any Company Materials from the business premises of the Company or deliver any Company Materials to any person or entity outside the Company, except as I am required to do in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason or for no reason, or during my employment if so requested by the Company, I will return all Company Materials, apparatus, equipment and other physical property, or any reproduction of such property, excepting only my (i) personal copies of records relating to my compensation; (ii) personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) copy of this Agreement.

3.3 I promptly will disclose in writing to my immediate supervisor or to any persons designated by the Company all "Inventions" (which term includes improvements, inventions, (whether or not patentable), works of authorship, trade secrets, technology, algorithms, computer software, protocols, formulas, compositions, ideas, designs, processes, techniques, know-how and data) made or conceived or reduced to practice or developed by me (in whole or in part, either alone or jointly with others) during the term of my employment. I also will disclose to the Company Inventions made, conceived, reduced to practice or developed by me within six months of the termination of my employment with the Company; such disclosures shall be received by the Company in confidence to the extent they are not assigned in Section 3.4 below, and do not extend such assignment. I will not disclose Inventions covered by Section 3.4 to any person outside the Company unless I am requested to do so by management personnel of the Company.

3.4 I agree that all Inventions which I make, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my employment with the Company shall be the sole property of the Company to the maximum extent permitted by Section 2870 of the California Labor Code, a copy of which is attached hereto as Attachment B, and I hereby assign such Inventions and all Rights therein to the Company. No assignment in this Agreement shall extend to inventions, the assignment of which is prohibited by Labor Code Section 2870. The Company shall be the sole owner of all Rights in connection therewith.

3.5 I agree to perform, both during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or my assignment with respect to such Inventions in any and all countries. Such acts may include, without limitation, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact, with full power of substitution, to act for and in my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

3.6 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by the Company.

3.7 Attachment A hereto includes a complete list of all existing Inventions to which I claim ownership as of the date of this Agreement and that I desire to specifically clarify are not subject to this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions at the time of signing this Agreement.

4. Non-Solicitation. During the term of my employment and for one year thereafter, I will not encourage or solicit any employee or consultant of the Company to leave the Company for any reason. However, this obligation shall not affect any responsibility I may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel.

5. Non-Competition. I agree that during my employment with the Company I will not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company, and I will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. The provisions of this paragraph shall apply both during normal working hours and at all other times including, without limitation, nights, weekends and vacation time, while I am employed with the Company.

6. No Conflict with Obligation to Third Parties. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment with the Company. I have not entered into, and I agree not to enter into, any agreement, written or oral, in conflict herewith or in conflict with my employment with the Company.

7. At-Will Employment. I agree that this Agreement is not an employment contract and that I have the right to resign and the Company has the right to terminate my employment at any time, for any reason, with or without cause.

8. Other Employee Obligations. I agree that this Agreement does not purport to set forth all of the terms and conditions of my employment and that as an employee of the Company I have obligations to the Company which are not set forth herein.

9. Survival. I agree that my obligations under Sections 3.1 through 3.6 and Section 4 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination and whether such termination is voluntary or involuntary on my part, and that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine.

10. Controlling Law; Severability. I agree that any dispute regarding the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

11. Successors and Assigns. This Agreement shall be effective as of the date I execute this Agreement and shall be binding upon me, my heirs, executors, assigns and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

12. Modification. This Agreement can be modified only by a subsequent written agreement executed by an officer of the Company and me.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Dated: July 13, 2001


Employee Signature

ALAN ALAN MIKHAIK
Name (type or print)

Accepted and Agreed to:
INNOVENT SYSTEMS, INC.

By: 

Name: AHMADREZA ROFOOGARAN

Title: CTO/ Vice President

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SEP 24 2001

OFFICE OF PETITIONS

ATTACHMENT A

Innovent Systems, Inc.
201 Continental Ave. Suite 250
El Segundo, CA 90245-4527

Ladies and Gentlemen:

1. The following is a complete list of Inventions relevant to the subject matter of my employment with Innovent Systems, Inc. (the "Company") that have been made, conceived, developed or first reduced to practice by me (in whole or in part, either alone or jointly with others) prior to my employment by the Company that I desire to clarify are not subject to the Company's Employee Proprietary Information and Inventions Agreement.

☒ No Inventions

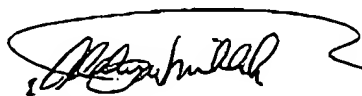
☐ See below:

☐ Additional sheets attached

2. I propose to bring to my employment the following materials and documents of a former employer:

☒ No materials or documents

☐ See below:



Employee Signature

ALAN MIKULAK

Name (type or print)

ATTACHMENT B**Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.